

Newton CSD

Newton Community EA

7/1/2006 6/30/2007

NEWTON COMMUNITY SCHOOL DISTRICT  
AND  
NEWTON COMMUNITY EDUCATION ASSOCIATION



NEGOTIATED AGREEMENT

2006-2007

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**ARTICLE I.**  
**PREAMBLE**

WHEREAS, the Board of Education of the Newton Community School District and the Newton Community Education Association have negotiated in good faith pursuant to the Public Employment Relations Act of 1974, and,

WHEREAS, the parties have reached certain understandings, which they desire to confirm in writing, it is agreed as follows:

**ARTICLE II.**  
**RECOGNITION**

**Section 1. Scope of Agreement**

The Newton Community Education Association is recognized as the sole and exclusive bargaining representative with the Public Employer for the purpose of collective bargaining with respect to the provisions of Section 9, Chapter 20, Code of Iowa.

**Section 2. Scope of Unit**

The bargaining unit shall consist of those employed, hereinafter named, employees of the Public Employer as set forth in Public Employment Relations Board Order of Certification, Case No. 210, issued on the 8th day of October, 1975. Employees included are classroom teachers (K-12) including: subject matter teachers, music instructors (band, vocal, strings), art, physical education, special education, gifted and talented, nurses, guidance counselors, librarians, department heads, assistant activities coordinators and federal program teachers.

Employees excluded are administrators including: principals and assistant principals, coordinators, directors, classified personnel and paraprofessionals, and all others excluded by Section 4, Chapter 20, Code of Iowa.

**Section 3. Definitions**

It is the intent of the parties to follow the definitions as set forth in Section 3, Chapter 20, Code of Iowa.

Board of Directors: Board of Directors of the Newton Community School District

Public Employer: Newton Community School District

Public Employee: All professionally certificated employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board

Association: Newton Community Education Association an affiliate of the Iowa State Educational Association and the National Education Association

**ARTICLE III.**  
**DUES CHECK-OFF**

**Section 1. Authorization and Deduction**

Teachers desiring dues check off shall sign and deliver to the Board Secretary an assignment authorizing deduction of membership dues for the Association.

Assignment authorizing deduction shall be received by the Board Secretary on or before October 10 each year and deductions shall be for one-ninth total dues each month October through June.

Such authorization may be terminated at any time with employees giving thirty (30) days written notice.

Total dues deducted each month will be remitted to the Association not later than the 10th day of the succeeding month, unless delay due to circumstances not anticipated by either party.

**Section 2. Indemnification**

The District assumes no liability for the collection or noncollection of any dues. The Association agrees to indemnify and hold the District harmless in all matters connected with the deduction of membership dues from employees' paychecks.

**ARTICLE IV.**  
**EMPLOYER AND ASSOCIATION**  
**RIGHTS AND RESPONSIBILITIES**

**Section 1. Management Rights**

In addition to all powers, responsibilities, rights and prerogatives of the Board established by constitutional provision, statute, ordinance, charter or special act, which belong solely, exclusively and without limitation to the Board, all of the powers, responsibilities, rights and prerogatives the Board had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control unless expressly limited by a specific provision of this agreement.

**Section 2. Association Members**

The Board will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the rights of the employees to refrain from Association membership. There shall be no unlawful discrimination by the Board or the Association because of membership or nonmembership in the Association.

## **ARTICLE V.** **SENIORITY**

### **Section 1. Seniority**

Seniority is defined as the length of continuous service in the Newton Community School District. Seniority will be computed in one-half (1/2) year or full-year segments. For purposes of this Article only, a less than 3/7 contract would not constitute 1/2 year, 3/7 to and including 5/7 contract would constitute one-half year, and 6/7 would be considered a full year.

If an employee is hired after the first working day of the contract year, seniority will be computed according to the number of days worked compared to the contract length of 196 days. Less than 49 days would not constitute 1/2 year, 49 to 145 days would constitute one-half (1/2) year, and more than 146 days would constitute a full year. The effective date of the above paragraph will be August 15, 1984, and will affect only employees hired after this date.

### **Section 2. Leave of Absence**

Teachers will be allowed to retain accrued seniority through leaves of absence or staff reduction for time equal to length of employment, but not to exceed two (2) years. Teachers on political leave shall be allowed to retain accrued seniority through the term served as an official. Time on leave of absence or on staff reduction shall not count toward seniority.

### **Section 3. Seniority List**

On or before September 30 of each school year, the Association will be provided with fifteen copies of a list showing the seniority by curricular areas (ARTICLE VII, SECTION 1(A)(3) of each employee and, therefore, will be promptly notified of any changes in said list. If protest is not received on or before October 31 of the same year, the list shall be deemed correct.

## **ARTICLE VI.** **TRANSFER PROCEDURE**

### **Section 1. Vacancies**

If a permanent vacancy arises in a teaching position and the Board of Directors determines that said vacancy is to be filled, the following procedure shall be followed:

### **Section 2. Posting of Vacancies**

Such vacancies shall be posted in each building as soon as practicable during the school year and during the summer months in the office of the Director of Personnel in the Administration Building. The posting shall contain a description of the vacancy, the date of posting, and the final date on which requests for consideration will be accepted.

### **Section 3. Voluntary Transfers**

Written requests for transfer to a posted vacancy shall be filed within five (5) weekdays (i.e. days the Administration Building is open) of posting with the Superintendent or designee, the employee's present building principal, and the principal of the building where the vacancy exists.

Such request shall contain the employee's address and telephone number, description of the specific transfer desired, and the reasons for requesting the transfer. It shall be the sole responsibility of the employee to keep the District informed at all times of his/her current address and telephone number. Generally, voluntary transfer will not be effectuated until the five (5)

weekday posting period has expired; the parties recognize, however, that because unanticipated or unexpected situations may arise from time to time where it will be educationally appropriate to fill a vacancy as soon as it arises, posting will not be required.

Each teacher who has requested transfer to a specific posted vacancy will be notified in writing when that vacancy no longer exists, at which time his/her request will be removed from the file.

All candidates requesting transfer shall be granted an interview for the requested position.

In considering such requests for transfer, the educational requirements of the school system as set forth in this paragraph will be controlling. Accordingly, factors such as maintenance of existing program quality and continuity, evaluations, skill, ability, qualifications, and performance will receive primary consideration. If these considerations are substantially equal between or among those teachers requesting transfer, seniority shall be the deciding factor. The District shall provide specific written reasons regarding the denial of a transfer request. Voluntary transfers will be considered before involuntary transfers are considered.

The employee and/or Association President, upon request, will be entitled to a meeting with the Superintendent or his/her designee to discuss the transfer (the employee may be represented).

#### Section 4. Involuntary Transfers

Notice of an involuntary transfer shall be given in writing as soon as reasonably possible, but in no case shall this notice be less than five (5) calendar days before the effective date of transfer unless waived by employee. The employee, upon request, will be entitled to a meeting with the Superintendent or his/her designee to discuss the transfer, and may, at his/her option, be accompanied by an Association representative.

Seniority as defined in Article V (Seniority) will not be adversely affected by an involuntary transfer.

### **ARTICLE VII.** **PROCEDURES FOR STAFF REDUCTION**

#### Section 1. Procedure

When in the sole, exclusive, and final judgement of the Public Employer, a reduction of staff becomes necessary; the following procedure will be followed:

A. Reduction through layoff procedures shall be accomplished through the following categories in the numerical order listed:

1. Attrition
2. Employees with emergency or temporary certification
3. Employees with two (2) or less years of seniority in Newton. Employees in this category shall be laid off within the following curriculum areas:

- a. The grades K-6, including: Special Education, K-6 Classroom Teachers, Vocal, Instrumental, Art, Reading, TAG, Guidance and Library/Media Center. In the event of a staff reduction in the curriculum area "reading" those individuals affected shall have the right to be included in the curriculum area K-6 classroom teacher.
- b. The grades 7-12 including: Language Arts, Science, Social Studies, Family and Consumer Science, Industrial Technology, Career Arts, Health, Math, Foreign Language, Instrumental Music, Vocal Music, Business, Art, Guidance, Special Education, Federal and State Programs, Library Media Center, and TAG.
- c. These K-12 certifications: Physical Education and Nurses.

Employees may be placed in more than one curricular area based on certification and assignments they have had successful teaching experience in the Newton Community School District.

- 4. Employees with more than two (2) years of seniority in Newton. Layoffs in this article shall be made according to the procedures, within curriculum areas as set forth in 3a, 3b, and 3c.
  - a. Seniority shall be the controlling factor a majority of the time; however, consideration of program continuity and qualifications and ability to perform the work required may override in some circumstances. Qualifications and ability to perform work shall be determined by one or more of the following criteria:
    - 1. Total professional experience in the subject area
    - 2. Qualifications for other existing programs as determined by certification, training, or experience
    - 3. Training, either formal or practical
    - 4. Professional experience in Newton
    - 5. Professional experience in other school systems
    - 6. Evaluations
  - b. In the event a tie in seniority exists, it shall be the sole, exclusive, and final judgment of the Superintendent as to which employee shall be laid off.



B. Elementary grade level reassignment

If reductions are due to elimination of elementary grade level sections and it is necessary to reassign a teacher whose section was eliminated, the open assignment shall be posted and the criteria in Article VI Section 3 shall apply when the District makes this assignment.

Section 2. Recall

Teachers terminated based upon staff reduction shall indicate on the termination notice whether they wish to be considered for recall or whether they do not wish to be considered for recall. Teachers wishing to be considered for recall shall keep the District informed of their current addresses and telephone numbers. The affected personnel will be recalled in reverse order of termination for a period of three (3) years from date of layoff. An employee shall have five (5) days to respond to a recall notice if an immediate replacement is needed. This employee shall have two (2) weeks to respond to a recall notice if the replacement is needed for the subsequent school year. If a laid off employee rejects less than a full time position, that employee's rights to recall to another position shall not be lost. If a recalled employee accepts a less than full time position, and before the first contract day of the school year a full time position becomes available, the employee shall have recall rights to that position.

Section 3. Exceptions

An exception to this article may be made when the continuous employment of an individual is necessary to conform to Affirmative Action guidelines or to continue a program in the Newton Community School District.

Section 4. Alleged Violations

An alleged violation of this article may only be filed by employees with more than two (2) years of continuous employment in the Newton Community School District.

**ARTICLE VIII.**  
**EVALUATION PROCEDURE**

1. All certified staff members will receive a minimum of one (1) summative Performance and Portfolio Review every three years. Teachers in their first and second (and possibly third) year of employment will receive a summative Performance and Portfolio Review each year. Teachers who have indicated in writing their intent to retire and the Board has approved their requested retirement, may elect with District approval not to receive a formal evaluation during their last year of employment.
2. Each formal observation shall cover a total of one to two hours at the elementary and secondary levels. There will also be several informal observations used to assist in gaining familiarity with the employee and to provide continuing professional support.
3. Certified staff members without a specified classroom assignment shall be observed in a manner consistent with their assigned responsibilities.

4. Evaluators shall have a pre-observation conference with each certified staff member prior to the scheduled formal observation. A pre-observation form will be completed by the teacher and given to the administrator. This pre-observation form will be reviewed with the administrator prior to the first observation. During this pre-conference, the evaluator and the teacher will discuss the upcoming observation(s), the Iowa Teaching Standards and Criteria, and the scheduling for the observation and conference meeting.
5. A Summative Performance and Portfolio Review shall be completed in writing and discussed with the employee on or before March 30 for Tier I teachers and May 1 for Tier II teachers. All formal observations must be followed by a post-conference within twenty (20) school days of the observation. The evaluator shall provide the certified employee a copy of the summative Performance and Portfolio Review for his/her review and signature (indicating receipt). If the evaluator determines that the teacher is not meeting one or more of the eight standards, then the evaluator shall inform the teacher which standard(s) are not being met and shall indicate what is needed to meet the specified standards(s).

A copy of the summative Performance and Portfolio Review shall be given to the employee, a copy retained as part of the employee's personnel file, and a copy retained by the administrator evaluator. The employee retains his/her portfolio upon review completion. No certified member shall be required to sign a blank or incomplete summative performance review. The certified member shall be provided the opportunity to submit an explanation or other written statement regarding the evaluation for inclusion in her/her personnel file. The explanation or other written statement shall be completed by twenty days following receipt of the Summative Performance and Portfolio Review and shall be read and signed by the evaluator.

6. When possible, all criticism shall be made in a manner so as to reduce, or avoid professional embarrassment.
7. If a certified staff member does not agree with the evaluator's summative evaluation, he/she may request a review or repeat (as applicable) of that evaluation by a second evaluator. The selection of the second evaluator shall be by mutual agreement. If mutual agreement cannot be reached, the second evaluator shall be appointed by the Superintendent or his/her designee.
8. Upon completion of Step 7 (above) and receipt of the review or second summative evaluation, the certified member has the right to grieve the evaluation on the grounds that it is inaccurate or that it contains mischaracterizations. The timelines set forth in Article VII, Section 1 shall commence with the receipt by the certified member of the second summative evaluation (Step 7 above).
9. Any time an administrator's observation and/or evaluation of a teacher indicate a continuing performance need, the administrator will notify, in writing, the teacher of placement on the Tier III Program. The details and criteria of the Tier III Program are as set forth in the District's Teacher Performance and Portfolio Review Packet that is given to each teacher at the beginning of each school year. This decision to place a teacher on Tier III is not subject to the grievance procedure, Article XVII, nor its arbitration provisions.

**ARTICLE IX.**  
**PERSONNEL FILE**

An employee's complete personnel file of employment, kept by this District in the office of Human Resources, shall be made available to the employee.

Any complaints directed toward an employee which are placed in the personnel file will be promptly called to the employee's attention in writing. An employee shall have the right to respond to complaints included in the personnel file.

**ARTICLE X.**  
**LUNCH PERIOD**

Employees will receive a daily minimum of thirty (30) continuous minutes duty-free lunch.

In the event an emergency requires supervision (for example: fire, casualty, injury to a student, sudden illness or injury to the supervisor on duty, or situations involving the safety of students) during the duty-free lunch period, teachers who are available in the building may be called upon for supervision.

**ARTICLE XI.**  
**HOLIDAYS**

The District recognizes the following paid holidays as being included in the contract of all certificated employees with the school year as the basis for salary computation:

- A. Labor Day
- B. Thanksgiving Day
- C. Friday following Thanksgiving Day
- D. Christmas Day
- E. New Year's Eve Day
- F. New Year's Day
- G. Presidents' Day
- H. Good Friday
- I. Memorial Day

If any of the above holidays falls on a Sunday, it shall be observed on Monday. If any of the above holidays falls on a Saturday, it shall be observed on Friday.

## **ARTICLE XII.**

### **LEAVES OF ABSENCE**

#### **Section 1. Leaves of Absence**

An employee may be granted a leave of absence without pay for reasons acceptable to the Superintendent and Board of Directors, for a period of not less than one (1) semester or more than one (1) year and may not be renewed more than one (1) time.

A leave of absence to begin prior to the first semester of a school year must be submitted to the superintendent's office no later than two months prior to the beginning of the first semester. A leave of absence for the second semester of a school year must be submitted to the superintendent's office no later than two months prior to the beginning of the second semester. For emergency situations said timeline may be reduced by mutual agreement.

An employee on leave for one (1) year must notify in writing the Superintendent of his/her plan to return the following year by the first day of February or his/her position will be declared vacant.

#### **Section 2. Political Leave**

In the event that a member of the District's professional education staff wishes to become a candidate for elective political office, he/she may be granted a leave of absence for the purpose of campaigning for such office.

Campaign shall be at expense of candidate and salary deduction shall be made on a per diem basis for the workdays lost because of the campaign.

In connection with campaigning of a candidate for or holding a public office, it shall be considered a violation of District policy for school system facilities, equipment, or supplies to be used at any time; for there to be any involvement of District personnel or students during the workday; or for there to be any encroachment on the time of the workday and/or quality of instruction.

If a candidate is elected to the office sought, he/she shall be granted a leave of absence, without pay, extending through the term of office to which he/she has been elected.

The official or prospective candidate shall submit his/her intentions in writing to the Superintendent each February 1.

Upon return from the leave, the staff member shall be returned to the same position occupied previously or to one of the same type and rank in this school system at the beginning of the school year following expiration of the leave.

#### **Section 3. Maternity Leave**

An employee on maternity leave of absence shall be eligible for sick leave benefits as provided herein and in section 279.40 Code of Iowa.

#### Section 4. Military Leave

A request for military leave will be administered in accordance with Section 29A, Code of Iowa.

#### Section 5. Sick Leave

Employees, after effective date of contract or having reported for duty, will be granted leave of absence for personal illness or injury with full pay in the amount of fifteen (15) days per year.

The above amount shall apply to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of one hundred eighty (180) days. The Board of Directors shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

#### Section 6. Bereavement Leave

In the case of the death of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, and comparable in-laws, and domestic partner (individually and residing with the employee) of an employee of this District, the employee shall be granted permission to be absent from duty by the Superintendent or designee for as many days, not to exceed five (5) days per year, as may be necessary in his/her opinion, for attendance at the funeral and for any other purposes directly arising out of said death. In the event of two non-concurrent deaths within the immediate family as defined above, the Superintendent may grant additional leave days.

Two (2) days of absence annually shall be allowed to attend funerals of other relatives or close friends. Such leave shall be granted with full pay, and shall not be charged against sick leave, nor shall such days be cumulative. For local funerals, it is contemplated that such leaves shall constitute only the time necessary to attend the funeral services.

#### Section 7. Family Illness Leave

Up to five (5) days of leave may be used to tend to the illness of the father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, grandchild, and comparable in-laws, and domestic partner (individually and residing with the employee) of an employee of this District. The employer may ask for written verification from a doctor for absences of more than two (2) consecutive days. This leave is non-cummulative. Such leave shall be granted with full pay.

#### Section 8. Personal Leave

Three (3) personal leave days per year shall be allowed each school year. The first two days shall be with full pay. The third day will be with a deduct for the cost of substitute. Parent conference days or the first five (5) or last five (5) days the students are in attendance, shall not be recognized as a personal leave day. No more than two (2) employees in one (1) building (four [4] at the senior high school and three [3] at the middle school) shall be on personal leave the same day. Those who first give notice will be granted said leave. Employees planning to use a personal leave day shall apply to their principal at least two (2) days in advance, except in cases of emergency.

Personal leave days which occur on days immediately preceding or following student vacation days or contract holidays are subject to the employers good faith efforts to secure substitutes.

#### Section 9. Association Leave

Up to a total of twelve (12) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations at the discretion of the Association. No more than three (3) days shall be used by any one representative, unless approved by the Superintendent or designee. An additional three (3) days per year may be used by the Association president for local business. The Association shall pay the cost of any necessary substitutes. The Association will provide written notice of such leave to the Superintendent at least five (5) days prior to date employee(s) intend to be absent. Association leave shall not be taken on parent conference days. No more than two (2) employees in one (1) building (four [4] at the senior high school and three [3] at the middle school) shall be on personal and/or Association leave the same day unless approved by the Superintendent or designee.

#### Section 10. Jury Duty

Employees will be excused for jury duty by the Superintendent with pay for time excused, reduced by the amount the employee receives for jury duty.

#### Section 11. Absence Without Pay

Requests for absence without pay may be granted with concurrence by the building principal and the Superintendent, provided a suitable replacement can be found. Written requests for such absence shall be presented to the principal or Superintendent two (2) weeks prior to date of requested absence, unless said time limit is reduced by mutual agreement.

#### Section 12. Medical Statement

When returning from a medical leave of absence or a maternity leave, the employee may be asked to present medical evidence of physical capability to return to work.

## **ARTICLE XIII. INSURANCE**

### **Section 1. Definition**

The Public Employer agrees to provide each full time (31 hours or more per week) employee with full paid insurance protection of the core coverages set forth in Section 2 below. Employees shall be informed of coverage available in the cafeteria plan. The employees must make their individual selections and make proper application.

### **Section 2. Cafeteria Plan**

A. Core benefits shall include:

- \$250 deductible medical (employee)
- \$50 deductible dental (employee)
- \$30,000 Life (employee)
- 60% L.T.D. (employee)

B. Employee options shall include:

Medical:

- 1. \$100 deductible (additional employee expense)
- 2. \$250 deductible (additional employee cash benefit)
- 3. Dependent

Dental:

- 1. \$25 deductible
- 2. Dependent

Life:

- 1. \$50,000 per employee
- 2. Dependent - Up to \$10,000

### **Section 3. Employee Options**

Eligible employees will receive \$94.00 per month to purchase options described in Section 2 (b) of this article. If the employee does not apply any or all of this amount to the options in 2 (b), then any or all of this amount can be added to the employees salary. That amount will be subject to all appropriate tax and retirement withholding.

### **Section 4. Worker's Compensation**

Each employee shall be covered by worker's compensation coverage paid for by the District.

### **Section 5. Hired Auto**

District liability coverage will include hired auto endorsement.

### **Section 6. Coverage Period**

Coverage shall be for twelve (12) consecutive months beginning each September 1, and ending each August 31, during the term of this agreement.

#### Section 7. Leave of Absence

A person on leave of absence may remain a member of the medical insurance group, but must pay his/her own premium and coverage may be continued on a limited basis in compliance with insurance provider restriction.

#### Section 8. Disability Retirement

Employees on disability retirement may continue medical coverage provided premium payment is received as required from the employee.

#### Section 9. Retirement

Employees who are granted early retirement from the District may continue membership in the medical group. Employees age sixty-five (65) or older should have Medicare Coverage in effect. Retired employees age sixty-five (65) or older must have Medicare Coverage in effect. Eligible dependents may be covered. Retired employees under age sixty-five (65) provide the District the amount of the premium if coverage is to remain in effect. Retired employees age sixty-five (65) or older make payment directly to the insurance carrier. The parties concur that this section shall not be construed so as to deny any employee a benefit they are otherwise entitled to pursuant to Iowa Code 509.A.13.

#### Section 10. Surviving Spouses

Surviving spouses of deceased employees are eligible to continue medical coverage for a period of ninety-one (91) days subject to the conditions and provisions of the group contract with the insurance carrier.

### **ARTICLE XIV. SUPPLEMENTAL PAY**

#### Section 1. Definition

A supplemental salary schedule for special assignments, judged solely by the Board of Directors, as being outside of regular school hours shall be established. Schedule attached.

#### Section 2. Eligibility

Any certificated employee may apply and be considered for any extracurricular position. However, the extracurricular position shall not interfere with the classroom assignment.

#### Section 3. Mileage

Mileage for the use of an employee's personal car will be paid at the rate per mile as established by current IRS standards for in-district travel for school business necessitating District requested transfer between schools during the normal workday.



#### Section 4. Events or Activities Outside Regular Teacher Day

Employees will work one (1) event or activity. Employees who work more than one (1) event or activity outside the regular teaching day will be paid per the following schedule:

<u>\$12.00</u>	<u>\$16.00</u>	<u>\$22.00</u>
Ticket Sellers/Takers Plays & Music Activities	Ticket Sellers/Takers Varsity Contests (except track)	Supervisors Varsity/ Sophomore Football
Ticket Sellers/Takers Non-Varsity Contests	Varsity & Non-Varsity 2 games *PA *Scorekeepers *Clock	
Track Field Events Workers	Supervisors Varsity FB (1 game only)	
Varsity & Non-Varsity *PA *Scorekeepers *Clock	Supervisors Varsity Wrestling  Track Meets (except Cardinal Relays) *PA *Scorekeeper *Head Timer *Clerk	
Varsity BB Supervisors (1 game only)		
Volleyball Line Judges (Varsity game only)	Elementary Carnivals	
Cross Country Workers	Supervisors Cardinal Capers	
Track Ticket Takers		

Assignments beyond the first one (1) will be voluntary; however, in the event that volunteers are not available, individual employees will work assignments as scheduled by the Administration. An activity pass will be provided for admission of employee and guest.

#### Section 5. Computation

Effective August 15, 1990, the Supplementary Pay Schedule in the Appendix of this agreement shall be computed based on Schedule A.

**ARTICLE XV.**  
**WAGES**

Section 1. Base Salary

The BA base salary for the 2006-2007 school year shall be \$26,318 with one hundred ninety-six (196) days of service. This will be the starting salary for inexperienced teachers with a bachelor's degree. New personnel may be required to attend an additional day of orientation.

Section 2. Schedule

The salary schedule percentage increments for the MA, MA+15, MA+30, and the MA+45 lanes' last step are increased to .04.

MA	1.860	MA+30	2.040
MA+15	1.940	MA+45	2.140

Section 3. Outside Experience

A teacher new to this District may be awarded full credit for teaching experience outside this District.

Section 4. Advancement

Each continuing contract employee who has not reached the maximum for his or her educational classification shall advance one step vertically on the salary schedule after having worked or received pay for one semester or 90 days during the preceding school year or school year before an approved leave of absence, except continuing contract employees may be rehired without advancement on the salary schedule for unsatisfactory evaluations. The withholding of salary advancement shall proceed according to Article VIII Evaluation Procedure.

Horizontal movement on the salary schedule will be contingent upon satisfactory completion of college or university course work previously approved by the Superintendent or designee.

Section 5. Implementation of Phase I and II

The District shall, to the extent permitted by law, distribute all funds received by the District pursuant to House File 499, Phase I and Phase II, to all full and regular part-time teachers employed under a contract issued pursuant to Iowa Code section 279.13, in accordance with the following understandings:

- A. Schedules A and B are for the distribution of Phase I and Phase II monies received by the District pursuant to House File 499.
- B. The District is only obligated to distribute the monies it receives pursuant to Phase I and Phase II.
- C. Payment shall be made in monthly installments and the amount included in the teacher's regular paycheck.
- D. The attached schedules are for implementing Phase I and Phase II money for 2006-2007:
  - Schedule B - Distribution of Phase I and II
  - Schedule A - Combines Schedules C and B.

- E. The schedules A and B will be adjusted to reflect personnel changes (lane changes, terminations, staff reductions, resignations, new-hires) after consultations between the Association and the District before the issuance of the first and last paychecks. This adjustment shall assure payment of all but not more than the amount of monies the District actually receives pursuant to Phase I and Phase II.

## **ARTICLE XVI.**

### **HEALTH**

#### **Section 1. Physical Examination**

Employees of the District shall file with the Public Employer at the beginning of service a written medical report of a physical examination by the licensed physician who has performed said examination. Report is to be completed on examination form prepared by the Public Employer. The Employee bears the cost of this exam.

## **ARTICLE XVII.**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definition**

Any claim by the employee(s) or Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

#### **Section 2. Procedure**

##### **Informal - Supervisor**

In the event that an employee(s) or the Association believes there is a basis for a grievance, the aggrieved shall first discuss the alleged grievance with the appropriate supervisor either individually or accompanied by an Association representative.

##### **Step 1 Formal – Supervisor**

If as a result of the informal discussion with the supervisor a grievance still exists, the following formal grievance procedure may be invoked through the Association. The aggrieved employee(s) or the Association shall sign and submit the formal grievance, which shall set forth the specific provisions of this agreement which were allegedly violated, misinterpreted, or misapplied. This formal grievance shall be filed within fifteen (15) school days after the occurrence. The grievant shall submit to the supervisor a copy of the grievance. Within seven (7) school days of receipt of the grievance, the supervisor shall schedule a meeting to attempt to resolve the grievance. The grievant and the Association are to be given at least thirty-six (36) hours advance notice of such meeting. The grievant and the Association may attend all Step 1 meetings. Step 1 meetings not preceded by at least thirty-six (36) hours advance notice to the grievant and the Association shall be considered a nullity. The supervisor shall indicate the disposition of the grievance in writing within five (5) school days after such meeting, and shall furnish a copy thereof to the grievant and the Association.

#### Step 2 Formal - Superintendent

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or twelve (12) school days from the date of formal filing, whichever shall be later), the grievance may be submitted to the Superintendent. Within seven (7) school days the Superintendent or designee shall schedule a meeting. The grievant and the Association are to be given at least thirty-six (36) hours advance notice of such meeting. The grievant and the Association may attend all Step 2 meetings. Step 2 meetings not preceded by thirty-six (36) hours advance notice to the grievant and the Association shall be considered a nullity. Within five (5) school days after such meeting, the Superintendent or designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the grievant and the Association. The disposition shall include the reasons upon which the decision was based.

#### Step 3 Formal B Arbitrator

If the Association is not satisfied with disposition of the grievance by the Superintendent or designee, or if no disposition has been made by the Superintendent or designee within the period provided above, the grievance may be submitted to arbitration by written notice of arbitration, submitted to the Superintendent or designee no later than forty-five (45) calendar days after receipt of his/her disposition in Step 2 or the time limits have expired in Step 2. A list of five (5) names shall be requested from the American Arbitration Association for consideration as an arbitrator. Either party may reject the list of five (5) prospective arbitrators and request another list of five (5). If the list is satisfactory to both parties, the parties shall determine by lot which party shall strike one (1) name from the list submitted by the American Arbitration Association. The party having the right to strike one (1) name shall do so within two (2) days and second party shall have one (1) additional day to strike one (1) name. The party to first strike a name shall have one (1) additional day to strike another name, and the other party shall strike a fourth name from the list within one (1) day after a third name has been struck. The person whose name remains shall be the arbitrator.

The arbitrator shall render a decision within thirty (30) days from the first day of the hearing.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The recommendation of the arbitrator shall be final and binding.

#### Section 3. Cost of Arbitration

The Board of Directors and the Association shall share equally the fees and expenses of the arbitrator. If arbitration occurs during school hours, the Directors will grant released time to the aggrieved and the Association representatives and the Association will bear costs equal to substitute salary for such released time.

#### Section 4. Time Limits

The time limits in this article shall be strictly observed, but may be extended by agreements of the parties.

Informal grievances may only be presented on employee non-teaching and non-supervisory time. Formal grievances will be presented outside school hours, except as otherwise provided in this agreement.

Section 5. Year-end Grievance

When a grievance is submitted on or after May 20, time limits shall consist of all weekdays (Monday through Friday) so that the matter may be resolved before the close of the school year or as soon as possible.

If the grievance is filed prior to the end of the contract term, it shall be processed under the terms of this contract even though the contract expires prior to the time the grievance is settled or arbitrated.

**ARTICLE XVIII.**  
**SEPARABILITY**

Section 1.

If any article, section, or clause of this contract is declared illegal by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

**ARTICLE XIX.**  
**COMPLIANCE CLAUSE AND DURATION**

Section 1. Complete Agreement

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except where the parties mutually agree to do so.

Section 2. Duration

This agreement shall become effective as of August 14, 2006, and for language issues shall continue thereafter in full force and effect until August 13, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to terminate this agreement on or before September 15, of any given year. For purposes of issues dealing with wages, insurance and supplemental schedule the terms shall become effective as of August 14, 2006 and shall continue thereafter in full force and effect until August 13, 2007.

This Agreement shall be in full force and effect for a period of one (1) year beginning July 1, 2006, and ending June 30, 2007.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 14<sup>th</sup> day of June, 2006.

**Newton Community School District**

By: Catherine J. Forts  
President

By: [Signature]  
Chief Negotiator

**Newton Community Educational Association**

By: William D. Pienkowski  
President

By: Alison C. Dittert  
Chief Negotiator

**LETTER OF UNDERSTANDING**  
**Amended 2006-07**

During Negotiations the parties discussed and herewith amplify said discussion in this form, which does not constitute a part of the basic agreement.

It is understood that the regular working day for teachers will commence at 7:45 a.m. and end at 3:30 p.m.

One of the 196 contract days will be completed by eight one-hour extensions beyond the above regular work day.

**LETTERS OF UNDERSTANDING**  
**Added 2003-04**

Regarding Article VI – Domestic Partner Clarification

One designation per calendar year to Dept. of Human Resources by letter.

Regarding Article VII – Clarification of Evaluations in the Lay Off Process

Employer would have the burden of showing that its reliance on the standard “successful teaching” was reasonable.

**LETTER OF UNDERSTANDING**  
**Added 2005-06**

Regarding Article XIV - Supplemental Pay, Section 4 Events or Activities Outside Regular Teacher Workday

A committee represented by union and management shall develop an inclusionary listing of qualifying activities.

—

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	<u>\$26,939</u> 1.00	<u>\$28,286</u> 1.05	<u>\$28,824</u> 1.07	<u>\$30,172</u> 1.12	<u>\$30,980</u> 1.15	<u>\$32,327</u> 1.20	<u>\$33,674</u> 1.25
2	<u>\$28,017</u> 1.04	<u>\$29,364</u> 1.09	<u>\$29,902</u> 1.11	<u>\$31,519</u> 1.17	<u>\$32,327</u> 1.20	<u>\$33,674</u> 1.25	<u>\$35,020</u> 1.30
3	<u>\$29,094</u> 1.08	<u>\$30,441</u> 1.13	<u>\$30,980</u> 1.15	<u>\$32,866</u> 1.22	<u>\$33,674</u> 1.25	<u>\$35,020</u> 1.30	<u>\$36,367</u> 1.35
4	<u>\$30,172</u> 1.12	<u>\$31,519</u> 1.17	<u>\$32,057</u> 1.19	<u>\$34,213</u> 1.27	<u>\$35,020</u> 1.30	<u>\$36,367</u> 1.35	<u>\$37,714</u> 1.40
5	<u>\$31,249</u> 1.16	<u>\$32,596</u> 1.21	<u>\$33,135</u> 1.23	<u>\$35,560</u> 1.32	<u>\$36,367</u> 1.35	<u>\$37,714</u> 1.40	<u>\$39,061</u> 1.45
6	<u>\$32,327</u> 1.20	<u>\$33,674</u> 1.25	<u>\$34,213</u> 1.27	<u>\$36,907</u> 1.37	<u>\$37,714</u> 1.40	<u>\$39,061</u> 1.45	<u>\$40,409</u> 1.50
7	<u>\$33,404</u> 1.24	<u>\$34,751</u> 1.29	<u>\$35,291</u> 1.31	<u>\$38,254</u> 1.42	<u>\$39,061</u> 1.45	<u>\$40,409</u> 1.50	<u>\$41,756</u> 1.55
8	<u>\$34,482</u> 1.28	<u>\$35,829</u> 1.33	<u>\$36,367</u> 1.35	<u>\$39,600</u> 1.47	<u>\$40,409</u> 1.50	<u>\$41,756</u> 1.55	<u>\$43,103</u> 1.60
9	<u>\$35,560</u> 1.32	<u>\$36,907</u> 1.37	<u>\$37,445</u> 1.39	<u>\$40,947</u> 1.52	<u>\$41,756</u> 1.55	<u>\$43,103</u> 1.60	<u>\$44,450</u> 1.65
10	<u>\$36,637</u> 1.36	<u>\$37,984</u> 1.41	<u>\$38,523</u> 1.43	<u>\$42,294</u> 1.57	<u>\$43,103</u> 1.60	<u>\$44,450</u> 1.65	<u>\$45,797</u> 1.70
11	<u>\$37,714</u> 1.40	<u>\$39,331</u> 1.46	<u>\$39,870</u> 1.48	<u>\$43,641</u> 1.62	<u>\$44,450</u> 1.65	<u>\$45,797</u> 1.70	<u>\$47,144</u> 1.75
12		<u>\$40,947</u> 1.52	<u>\$41,486</u> 1.54	<u>\$44,988</u> 1.67	<u>\$45,797</u> 1.70	<u>\$47,144</u> 1.75	<u>\$48,490</u> 1.80
13			<u>\$42,833</u> 1.59	<u>\$46,335</u> 1.72	<u>\$47,144</u> 1.75	<u>\$48,490</u> 1.80	<u>\$49,837</u> 1.85
14				<u>\$47,682</u> 1.77	<u>\$48,490</u> 1.80	<u>\$49,837</u> 1.85	<u>\$51,184</u> 1.90
15				<u>\$48,356</u> 1.795	<u>\$49,837</u> 1.85	<u>\$51,184</u> 1.90	<u>\$52,531</u> 1.95
16				<u>\$49,029</u> 1.820	<u>\$50,510</u> 1.875	<u>\$52,531</u> 1.95	<u>\$53,878</u> 2.00
17				<u>\$50,106</u> 1.860	<u>\$51,184</u> 1.900	<u>\$53,204</u> 1.975	<u>\$55,225</u> 2.05
18					<u>\$52,262</u> 1.940	<u>\$53,878</u> 2.000	<u>\$55,899</u> 2.075
19						<u>\$54,956</u> 2.040	<u>\$56,572</u> 2.100
20							<u>\$57,650</u> 2.140







**NEWTON COMMUNITY SCHOOL DISTRICT**  
**2006-2007 NURSES SALARY SCHEDULE A**  
**BASE AND PHASE I & II**

<u>STEP NO.</u>	<u>EXPERIENCE</u>	<u>RN</u>	<u>RN+30</u>	<u>RN+BS</u>
1	0	<u>\$21,282</u> 0.79	<u>\$22,898</u> 0.85	<u>\$26,939</u> 1.00
2	1	<u>\$22,090</u> 0.82	<u>\$23,976</u> 0.89	<u>\$28,017</u> 1.04
3	2	<u>\$22,898</u> 0.85	<u>\$25,054</u> 0.93	<u>\$29,094</u> 1.08
4	3	<u>\$23,706</u> 0.88	<u>\$26,130</u> 0.97	<u>\$30,172</u> 1.12
5	4	<u>\$24,514</u> 0.91	<u>\$27,208</u> 1.01	<u>\$31,249</u> 1.16
6	5	<u>\$25,323</u> 0.94	<u>\$28,286</u> 1.05	<u>\$32,327</u> 1.20
7	6	<u>\$26,130</u> 0.97	<u>\$29,364</u> 1.09	<u>\$33,404</u> 1.24
8	7	<u>\$26,939</u> 1.00	<u>\$30,441</u> 1.13	<u>\$34,482</u> 1.28
9	8	<u>\$27,748</u> 1.03	<u>\$31,519</u> 1.17	<u>\$35,560</u> 1.32
10	9	<u>\$28,555</u> 1.06	<u>\$32,596</u> 1.21	<u>\$36,637</u> 1.36
11	10	<u>\$29,364</u> 1.09	<u>\$33,674</u> 1.25	<u>\$37,714</u> 1.40

**NEWTON COMMUNITY SCHOOL DISTRICT**  
**2006-2007 NURSES SALARY SCHEDULE B**  
**PHASE I & II STIPEND**

<u>STEP NO.</u>	<u>EXPERIENCE</u>	<u>RN</u>	<u>RN+30</u>	<u>RN+BS</u>
1	0	<u>\$491</u> 0.79	<u>\$528</u> 0.85	<u>\$621</u> 1.00
2	1	<u>\$509</u> 0.82	<u>\$553</u> 0.89	<u>\$646</u> 1.04
3	2	<u>\$528</u> 0.85	<u>\$578</u> 0.93	<u>\$671</u> 1.08
4	3	<u>\$546</u> 0.88	<u>\$602</u> 0.97	<u>\$696</u> 1.12
5	4	<u>\$565</u> 0.91	<u>\$627</u> 1.01	<u>\$720</u> 1.16
6	5	<u>\$584</u> 0.94	<u>\$652</u> 1.05	<u>\$745</u> 1.20
7	6	<u>\$602</u> 0.97	<u>\$677</u> 1.09	<u>\$770</u> 1.24
8	7	<u>\$621</u> 1.00	<u>\$702</u> 1.13	<u>\$795</u> 1.28
9	8	<u>\$640</u> 1.03	<u>\$727</u> 1.17	<u>\$820</u> 1.32
10	9	<u>\$658</u> 1.06	<u>\$751</u> 1.21	<u>\$845</u> 1.36
11	10	<u>\$677</u> 1.09	<u>\$776</u> 1.25	<u>\$869</u> 1.40

\$26,318

NEWTON COMMUNITY SCHOOL DISTRICT  
2006-2007 NURSES SALARY SCHEDULE C  
BASE ONLY

<u>STEP NO.</u>	<u>EXPERIENCE</u>	<u>RN</u>	<u>RN+30</u>	<u>RN+BS</u>
1	0	<u>\$20,791</u> 0.79	<u>\$22,370</u> 0.85	<u>\$26,318</u> 1.00
2	1	<u>\$21,581</u> 0.82	<u>\$23,423</u> 0.89	<u>\$27,371</u> 1.04
3	2	<u>\$22,370</u> 0.85	<u>\$24,476</u> 0.93	<u>\$28,423</u> 1.08
4	3	<u>\$23,160</u> 0.88	<u>\$25,528</u> 0.97	<u>\$29,476</u> 1.12
5	4	<u>\$23,949</u> 0.91	<u>\$26,581</u> 1.01	<u>\$30,529</u> 1.16
6	5	<u>\$24,739</u> 0.94	<u>\$27,634</u> 1.05	<u>\$31,582</u> 1.20
7	6	<u>\$25,528</u> 0.97	<u>\$28,687</u> 1.09	<u>\$32,634</u> 1.24
8	7	<u>\$26,318</u> 1.00	<u>\$29,739</u> 1.13	<u>\$33,687</u> 1.28
9	8	<u>\$27,108</u> 1.03	<u>\$30,792</u> 1.17	<u>\$34,740</u> 1.32
10	9	<u>\$27,897</u> 1.06	<u>\$31,845</u> 1.21	<u>\$35,792</u> 1.36
11	10	<u>\$28,687</u> 1.09	<u>\$32,898</u> 1.25	<u>\$36,845</u> 1.40

\$621

# NEWTON COMMUNITY SCHOOL DISTRICT

## 2006-2007 Supplemental Pay Schedule

BA Base + Phase II from Schedule A = \$26,939

A.01	Pep Club Middle School	2%	\$539
B.04B	Band Elementary	3%	\$808
B.01	Band Assistant Middle School	3%	\$808
B.05	Newspaper Middle School	3%	\$808
B.04O	Orchestra Elementary	3%	\$808
B.02	Orchestra Middle School	3%	\$808
B.03	Vocal Music Assistant Middle School	3%	\$808
C.02	Drama Middle School	4%	\$1,078
C.03	Student Council Middle School	4%	\$1,078
C.01	Yearbook Middle School	4%	\$1,078
D.02	Band Middle School	5%	\$1,347
D.01	Band Assistant High School	5%	\$1,347
D.05	Cheerleading Assistant High School	5%	\$1,347
D.06	Cooperative Program Supervision	5%	\$1,347
D.03	Vocal Music Middle School	5%	\$1,347
D.04	Vocal Music Assistant High School	5%	\$1,347
E.03	Drill Team High School	6%	\$1,616
E.01	Newspaper High School	6%	\$1,616
E.02	Student Council High School	6%	\$1,616
F.02	Coaches Seventh Grade	7%	\$1,886
F.07	Cross Country Middle School	7%	\$1,886
F.05F	Football Eighth Grade	7%	\$1,886
F.06	Softball Middle School	7%	\$1,886
F.05T	Track Eighth Grade	7%	\$1,886
F.03	Volleyball Middle School	7%	\$1,886
F.04	Wrestling Middle School	7%	\$1,886
G.10	Baseball Ninth Grade	8%	\$2,155
F.01	Basketball Eighth Grade (same season length as 9 <sup>th</sup> grade)	8%	\$2,155
G.05	Basketball Assistant Ninth Grade	8%	\$2,155
G.09	Cheerleading Head	8%	\$2,155
G.02	Football Assistant Ninth Grade	8%	\$2,155
G.13	Golf Assistant Varsity	8%	\$2,155
G.04	Orchestra High School	8%	\$2,155
G.14	Soccer Assistant Varsity	8%	\$2,155
G.11	Softball Ninth Grade	8%	\$2,155
G.06	Speech High School	8%	\$2,155
G.08	Swimming Assistant Varsity	8%	\$2,155
G.12	Tennis Assistant Varsity	8%	\$2,155
G.03	Tickets & Bookkeeping	8%	\$2,155
G.01	Track Assistant High School	8%	\$2,155
G.07	Volleyball Assistant Ninth Grade	8%	\$2,155
H.02	Basketball Head Ninth Grade	9%	\$2,425
H.07	Basketball Assistant Sophomore	9%	\$2,425
H.03	Football Head Ninth Grade	9%	\$2,425
H.01	Football Assistant Sophomore	9%	\$2,425
H.04	Volleyball Head Ninth Grade	9%	\$2,425
H.06	Wrestling Head Ninth Grade	9%	\$2,425
H.05	Yearbook High School	9%	\$2,425
I.06	Baseball Assistant Varsity	10%	\$2,694
I.04	Basketball Head Sophomore	10%	\$2,694
I.05	Basketball Assistant Varsity	10%	\$2,694
I.02	Cross Country Head Varsity	10%	\$2,694
I.01	Football Head Sophomore	10%	\$2,694
I.03	Golf Head Varsity	10%	\$2,694
I.09	Softball Assistant Varsity	10%	\$2,694
I.10	Tennis Head Varsity	10%	\$2,694
I.07	Volleyball Assistant Varsity	10%	\$2,694
I.08	Wrestling Assistant Varsity	10%	\$2,694
J.08	Athletic Coordinator Middle School	11%	\$2,963
J.02	Football Assistant Varsity	11%	\$2,963
K.01	Drama High School	14%	\$3,771
K.04	Soccer Head Varsity	14%	\$3,771
K.05	Swimming Head Varsity	14%	\$3,771
K.02	Vocal Music High School	14%	\$3,771
L.01	Baseball Head Varsity	15%	\$4,041
L.03	Softball Head Varsity	15%	\$4,041
L.02	Volleyball Head Varsity	15%	\$4,041
M.01	Band High School	16%	\$4,310
N.03	Basketball Head Varsity	20%	\$5,388
N.02	Football Head Varsity	20%	\$5,388
K.03	Track Head Varsity	20%	\$5,388
N.01	Wrestling Head Varsity	20%	\$5,388